

C 89-145

A. G. Contract No. KR-89-0570-TRD  
ECS FILE: JPA 89-39  
Project: H0823 04C  
Section: Outer Loop Highway/12c  
Loop 101

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TEMPE

THIS AGREEMENT is entered into July 27, 1989,  
pursuant to Arizona Revised Statutes Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
City of Tempe, acting by and through its City Council, (the  
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Section 103 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on the Outer Loop Highway, SR 101L, at the following locations and as shown per attached Landscape Maintenance Exhibit, pages 27-54:

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NO. 14083

FILED WITH SECRETARY OF STATE

Date Filed 7-27-89

Jim Shonway  
Secretary of State

By B. Vermillion

From centerline roadway station 2926+55 (University Drive) to centerline roadway station 3032+37 (Southern Avenue), a net distance of approximately 2.0 miles and including median islands within the following cross streets:

- o SR 101L and University Drive
- o SR 101L and Broadway Road
- o SR 101L and Southern Avenue

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

State will:

a. Prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval.

b. After City approval of the plans, construct the project, using State funds.

City will:

a. Furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

b. Furnish all water for landscape installation during the construction contract, and all water hereafter necessary to properly maintain the landscape, all at City expense.

c. After construction, maintain the landscaping and irrigation system within the right of way and designated cross streets per Landscape Maintenance Exhibit attached.

d. The City hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all

erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic controls will conform to the requirements of the State's Traffic Control Manual for Highway Construction and Maintenance.

### III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Engineering Consultants Services  
205 South 17th Avenue, Room 118E  
Phoenix, Arizona 85007

City of Tempe  
P.O. Box 5002  
Tempe, AZ 85281

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TEMPE

By HARRY E. Mitchell  
HARRY MITCHELL  
Mayor

STATE OF ARIZONA  
Department of Transportation

By Gary K. Robinson  
GARY K. ROBINSON  
Chief Deputy State Engineer

Attest:

Helen R. Fowler  
City Clerk

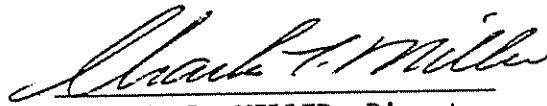
Approved As to Form:  
Date: 6/29/94  
By: David R. Warkel  
Tempe City Attorney's Office

3009j  
16JUN

RESOLUTION

BE IT RESOLVED on this 14th day of March 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Tempe for the purpose of landscape maintenance (Outer Loop between University Drive and Southern Avenue).

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

1204j/2

RESOLUTION NO. 89.43

A RESOLUTION OF THE COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING EXECUTION OF AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPING ON THE FRONTAGE ROADS OF THE OUTER LOOP FREEWAY, S.R. 101

WHEREAS, with the construction of the Outer Loop Freeway by the State of Arizona, Department of Transportation, it will be necessary to install landscaping.

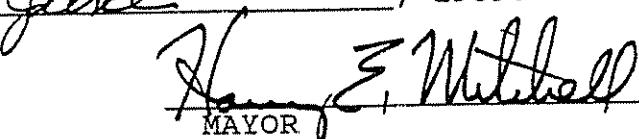
WHEREAS, with the construction of the Outer Loop Freeway, the City of Tempe has requested that certain landscape features be incorporated into the Outer Loop Frontage Roads design.

WHEREAS, the State of Arizona is empowered by Section 28-108 Arizona Revised Statutes, and the City of Tempe is empowered by Section 48-572B, Arizona Revised Statutes, and Tempe City Charter, Article I, Section 1.03, to enter into an intergovernmental agreement setting forth the conditions for the installation and maintenance of landscaping.

NOW THEREFORE, be it resolved by the City Council of the City of Tempe:

That the Mayor is authorized to execute said intergovernmental agreement with the State of Arizona, Department of Transportation, for the installation and maintenance of landscaping on the Outer Loop Freeway, S.R. 101, Frontage Roads.

PASSED AND ADOPTED by the Mayor and City Council of the City of Tempe, this 29th day of June, 1989.

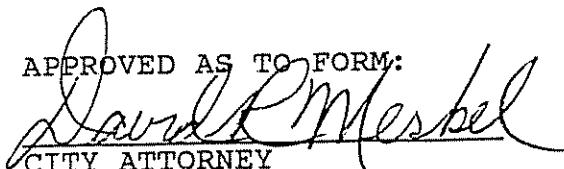
  
Helen R. Fowler  
MAYOR

ATTEST:

  
Helen R. Fowler  
CITY CLERK

I, Helen R. Fowler, the duly appointed City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby certify the above to be a true and exact copy of Resolution Number 89.43, passed and adopted at the Regular Council Meeting of June 29, 1989, by the Tempe City Council, Tempe, Arizona.

APPROVED AS TO FORM:

  
David P. Mespel  
CITY ATTORNEY

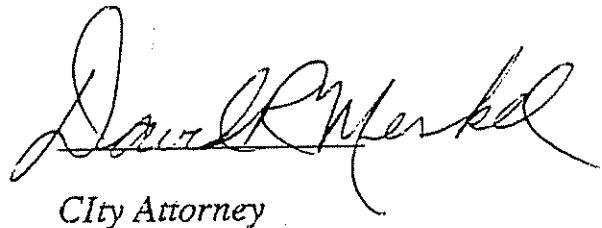
DATED this 3rd day of July, 1989.

  
Helen R. Fowler, CMC  
City Clerk

APPROVAL OF THE CITY ATTORNEY

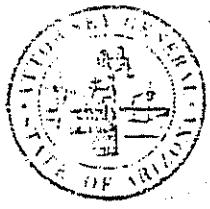
I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TEMPE and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 19<sup>TH</sup> day of July, 1989.



Dan R. Werklund

City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

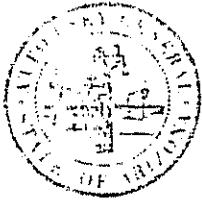
A. G. Contract No. KR890570TRI) is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

ROBERT K. CORBIN  
Attorney General

Abut Morgan  
Assistant Attorney General  
Transportation Division



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KP890570TRD is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

ROBERT K. CORBIN  
Attorney General

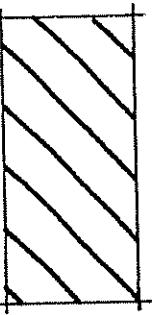
Abut Morgan  
Assistant Attorney General  
Transportation Division

LANDSCAPE

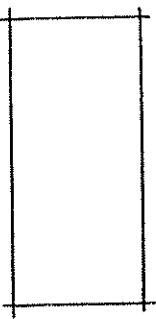
MAINTENANCE EXHIBIT

ADOT Construction Project RAM-600-1-509  
UNIVERSITY DRIVE TO SOUTHERN AVENUE  
TRACS No. HO823 04C

This exhibit defines the areas of maintenance responsibility for the Arizona Department Of Transportation. The delineated areas apply to responsibilities for maintenance of landscape plant material, inert ground cover and automatic irrigation systems.

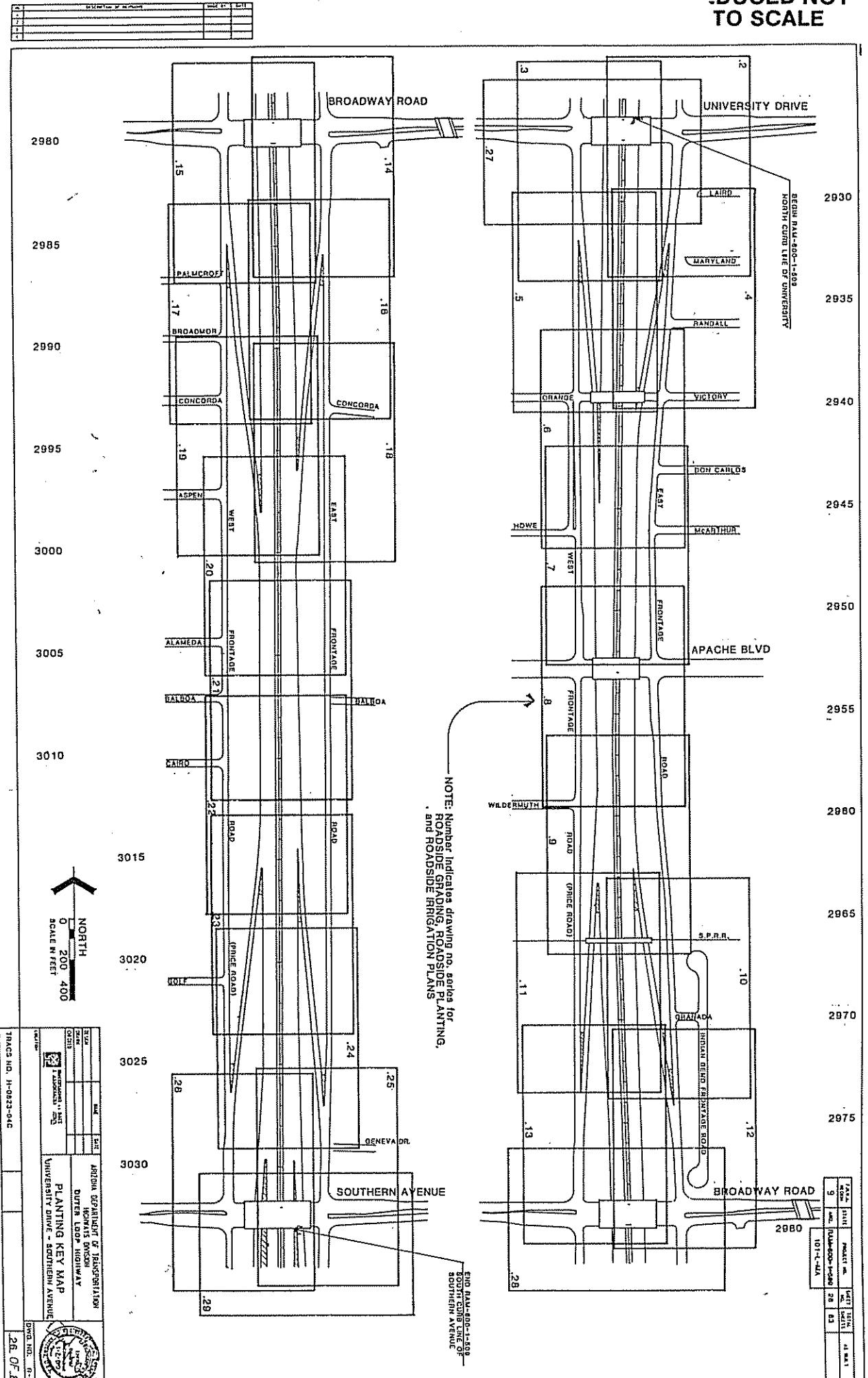


City Of Tempe Maintained Area



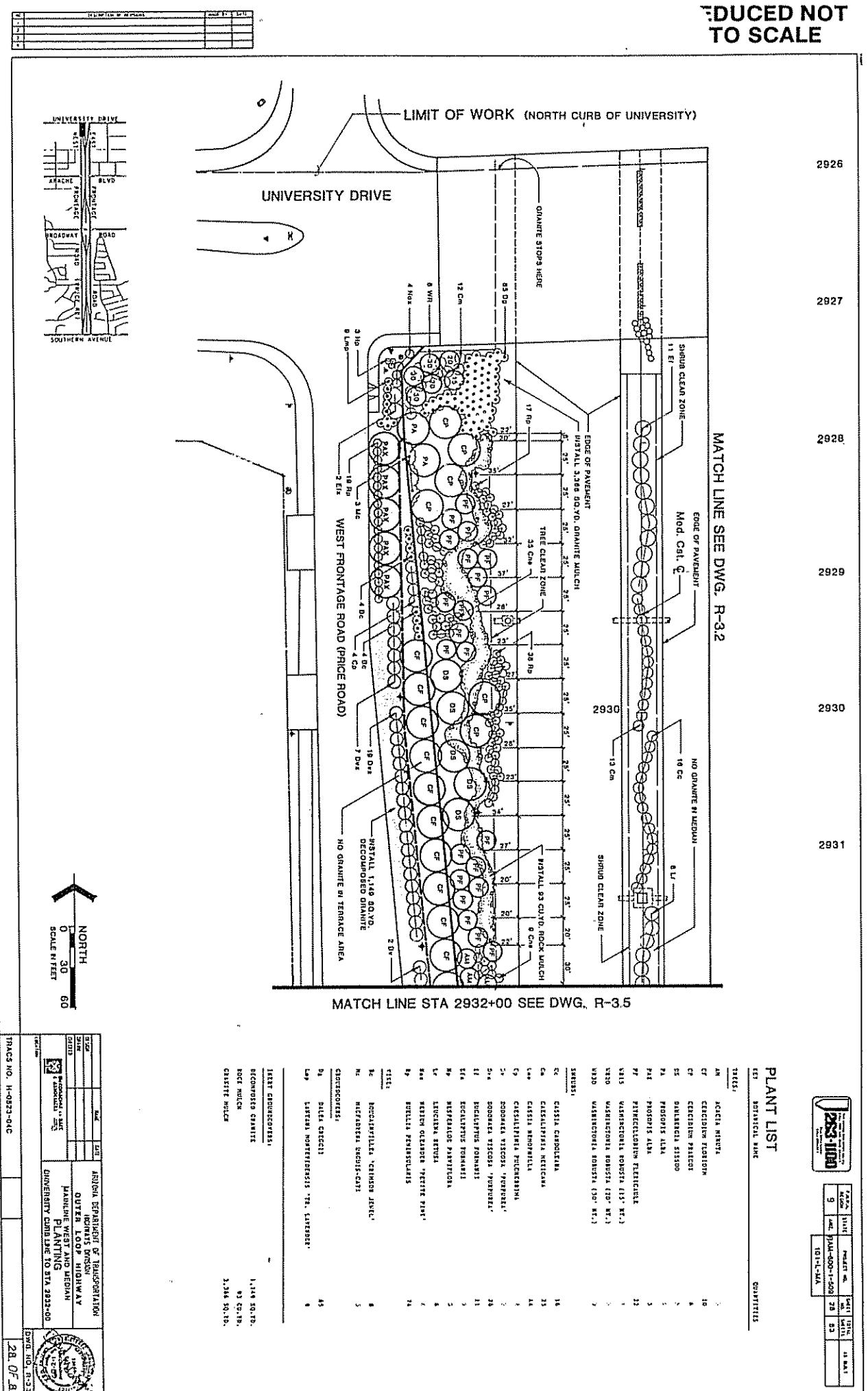
Department Of Transportation Maintained Area

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TO SCALE





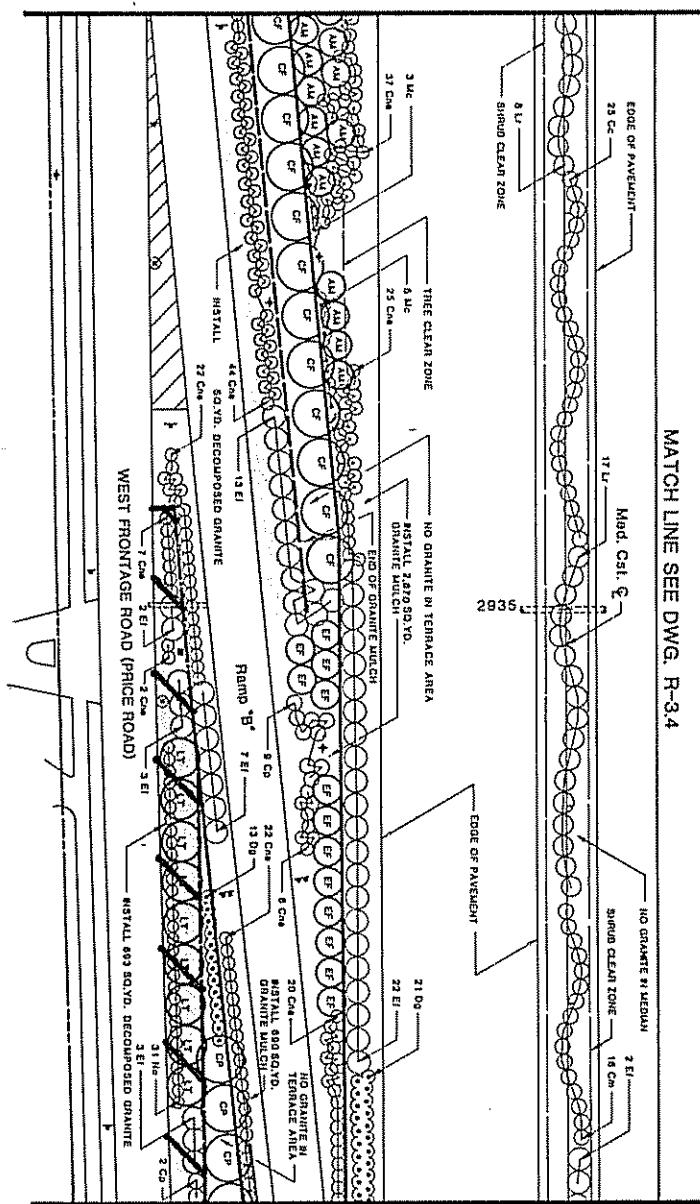
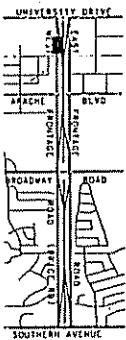
**REDUCED NOT  
TO SCALE**





REDUCED NOT  
TO SCALE

MATCH LINE STA 2932+00 SEE DWG R-3.3



MATCH LINE STA 2932+00 SEE DWG R-3.3

2933

2934

2935

2936

2937

PLANT LIST  
BOTANICAL NAME

ITEMS	QUANTITIES
1A	ACICLIA MIMETICA
1B	CROCUS FLORIBUNDUM
1C	CROCUS FLAVUS
1D	CROCUS THIJAECI
1E	ESCALLONIA FORTISSIMA
1F	LEUCADENDRON
2A	ACICLIA MIMETICA
2B	CROCUS FLORIBUNDUM
2C	CROCUS FLAVUS
2D	CROCUS THIJAECI
2E	ESCALLONIA FORTISSIMA
2F	LEUCADENDRON
3A	CROCUS FLORIBUNDUM
3B	CROCUS FLAVUS
3C	CROCUS THIJAECI
3D	ESCALLONIA FORTISSIMA
3E	LEUCADENDRON
3F	LEUCADENDRON
4A	ACICLIA MIMETICA
4B	CROCUS FLORIBUNDUM
4C	CROCUS FLAVUS
4D	CROCUS THIJAECI
4E	ESCALLONIA FORTISSIMA
4F	LEUCADENDRON
5A	ACICLIA MIMETICA
5B	CROCUS FLORIBUNDUM
5C	CROCUS FLAVUS
5D	CROCUS THIJAECI
5E	ESCALLONIA FORTISSIMA
5F	LEUCADENDRON
6A	ACICLIA MIMETICA
6B	CROCUS FLORIBUNDUM
6C	CROCUS FLAVUS
6D	CROCUS THIJAECI
6E	ESCALLONIA FORTISSIMA
6F	LEUCADENDRON
7A	ACICLIA MIMETICA
7B	CROCUS FLORIBUNDUM
7C	CROCUS FLAVUS
7D	CROCUS THIJAECI
7E	ESCALLONIA FORTISSIMA
7F	LEUCADENDRON
8A	ACICLIA MIMETICA
8B	CROCUS FLORIBUNDUM
8C	CROCUS FLAVUS
8D	CROCUS THIJAECI
8E	ESCALLONIA FORTISSIMA
8F	LEUCADENDRON
9A	ACICLIA MIMETICA
9B	CROCUS FLORIBUNDUM
9C	CROCUS FLAVUS
9D	CROCUS THIJAECI
9E	ESCALLONIA FORTISSIMA
9F	LEUCADENDRON



FACTOR	ITEM	NUMBER	WEIGHT	VOLUME	11. MAX.
9	REMARKS	30	8.1	10.1-L-MAX	

MATCH LINE STA 2938+00 SEE DWG R-3.6



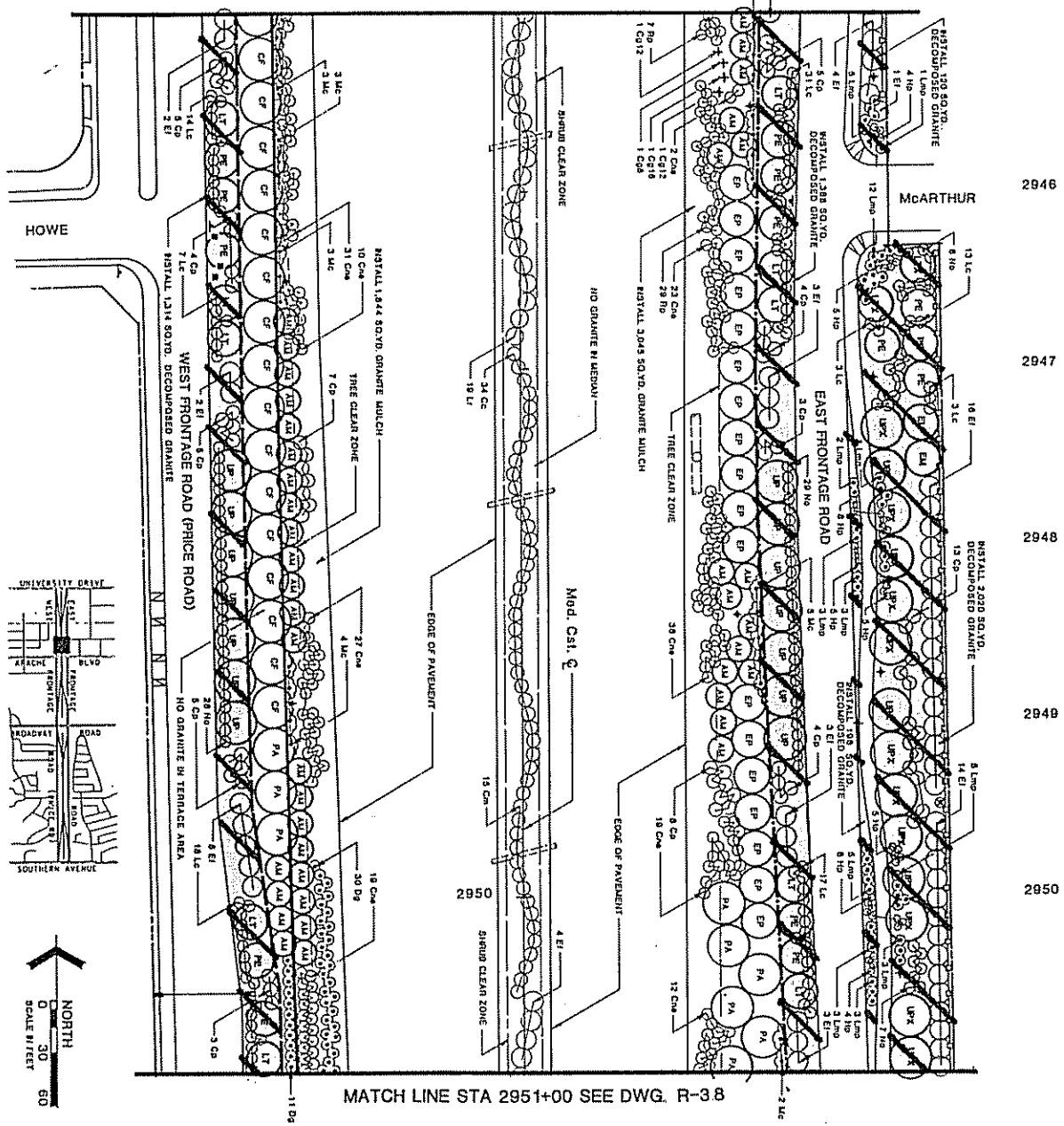
ITEM	DESCRIPTION	QUANTITY
1	RECOMPOSED GRANITE	1,403.50 YD <sup>3</sup>
2	GRANITE MULCH	1,210.50 YD <sup>3</sup>
3	GRANITE MULCH	311.00 YD <sup>3</sup>
4	GRANITE MULCH	2.00 YD <sup>3</sup>
5	MANHOLE WESTING WRENCH	37A.2025.00 TO 37A.2224.00
6	PLANTINGS 2224.00	DWG. 402, FIG. 3

100-A-2 NO. H-0223-04-C DWG. 402, FIG. 3  
.30.0F.B3.



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TO SCALE

MATCH LINE STA 2945+00 SEE DWG. R-3.6









**PLANT LIST**

PLATE	STRAIN	PROJECT NO.	WEIGHT KG.	TEST NO.	TEST NO.
9	ASTM. FLAAB-6000-1-5000		25	83	

QUANTITATIVE ASPECTS

**CAUTION! HIGH PRESSURE GAS IN THE AREA**

MATCH LINE STA 2965+00 SEE DWG. R-3.9

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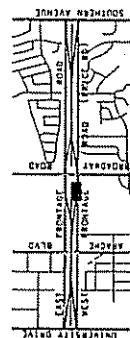
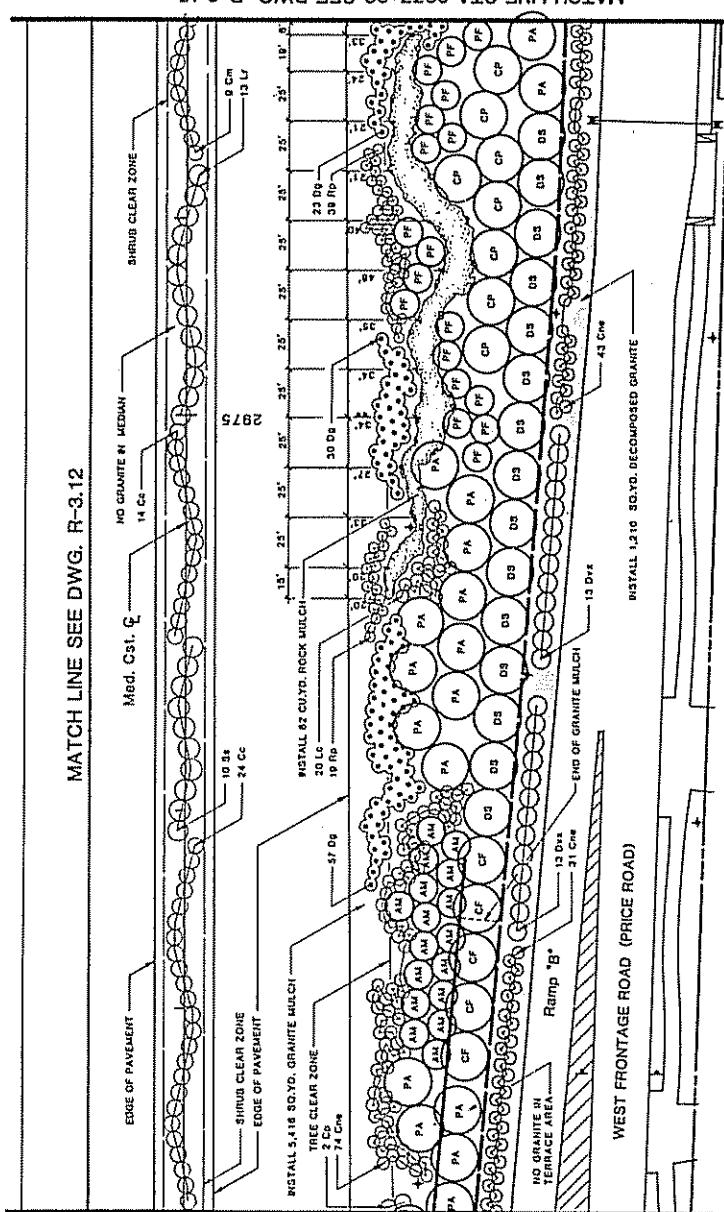




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MATCH LINE STA 2971+00 SEE DWG. R-3.11

118-11 级以太网线 22-127-148-168-188



MATCH LINE SEE DWG. R-3.12

2972

2974

2975

2976

MATCH LINE STA 2977+00 SEE DWG. R-3.15

FAA REG. NO.	STATE OR MUNIC. CODE	PROJECT NO. SER.	SHELF LEVEL IN FEET	AT SHELF
9	IRAN	IRAN-600-1-508	38	21

#### PLANT LIST

5-116 1Q.1D.  
62 CH.1D.

38. UF 83

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**PLANT LIST**

**CAUTION! HIGH PRESSURE GAS IN THE AREA**

2862 2863 2864

2981  
2980  
2979

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2983

10

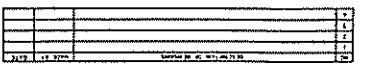
ପ୍ରକାଶକ

EACH SHEET IS A CREDIT

100

LITTLE MC-

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PROVINCE OF MANITOBA

DATE ISSUED	CREDIT NUMBER	
MANITOBA DEPARTMENT OF TRANSPORTATION		
MICHIGAN DRIVERS LICENSE		
OUTER LOOP HIGHWAY		
MANITOBA EAST		
PLANTING		
NAME	SEX	DATE OF BIRTH
<u>JOHN SMITH</u>	<u>M</u>	<u>1955-01-01</u>
ADDRESS	STATE	ISSUE NUMBER
<u>12345 SIXTH AVENUE</u>	<u>MANITOBA</u>	<u>1234567890123456789</u>
PHONE NUMBER	EXPIRATION DATE	ISSUED BY
<u>(REDACTED)</u>	<u>1985-01-01</u>	<u>MANITOBA DEPARTMENT OF TRANSPORTATION</u>

2002

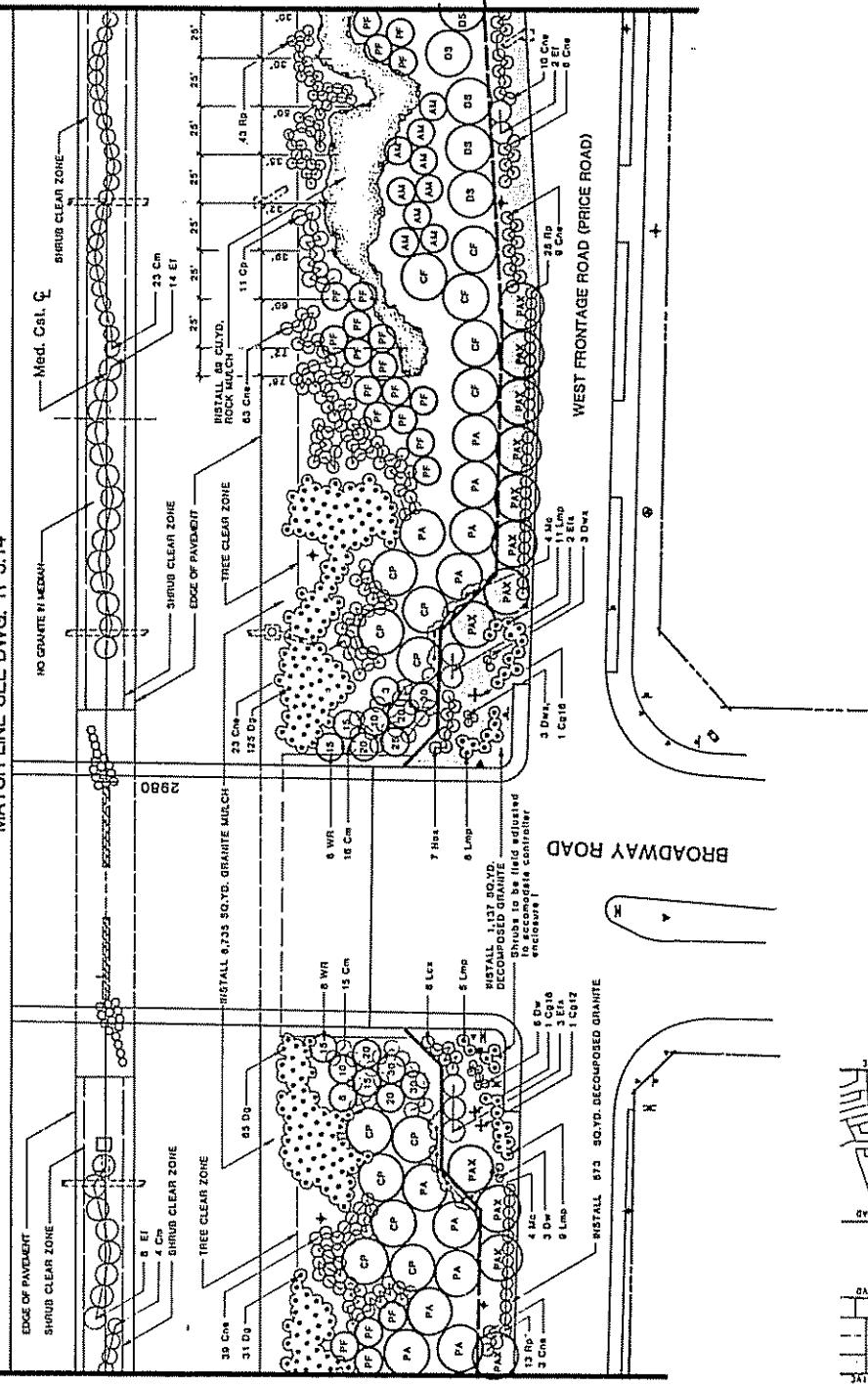
REDUCED NOT TO SCALE

#### PLANT LIST

2983  
2982  
2981  
2980

MATCH LINE SEE DWG. R-3.14

MATCH LINE STA 2984+00 SEE DWG R-3117



MATCH LINE STA 2977+00 SEE DWG R-313

21.0	49.37%	Sampled for pH 4.0-5.0 and 7.0-8.0	✓

NAME		DATE
SARAH HERRAT DODSON		12-11-01
DRIVER'S LICENSE		
OUTER LOOP HIGHWAY		
MARSHALL WEST AND MEDIAN		
PLANTING		
STA. 3577100 TO STA. 2684400		
 <small>Arizona Department of Transportation Highways Division Driver's License</small>		

TRANS NO. 11-2822-2946





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MATCH LINE STA 2991+00 SEE DWG. R-316

INSTALL 305 SQ.YD. DECOMPOSED GRANITE  
ROCK MULCH

INSTALL 120 CU.YD.

ROCK MULCH

8 Ry

3 Ry

12 El

3 Cp

1 Mc

1 Hc

25'

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9 Dv

11 Rd

12 El

22 Els

2 Cp

2 No

2 Cps

2 Hc

2 Els

9 Hc

12 Rd

12 El

12 Els

12 Cps

12 Hc

12 Els

9 Rd

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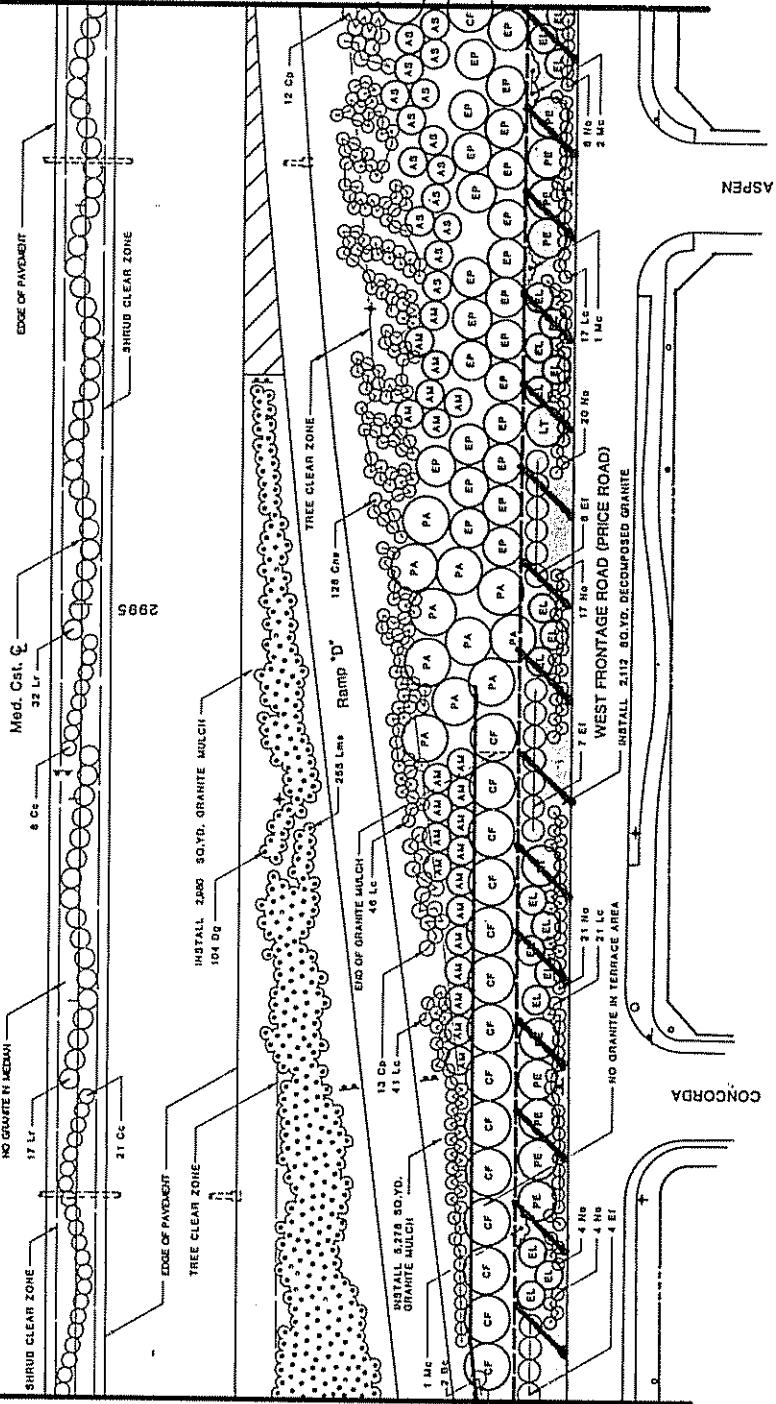
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## PLANT LIST

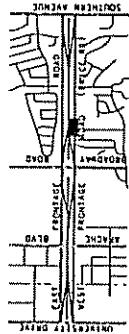
SERIALS SECTION QUARTERLY

MATCH LINE STA 2998+00 SEE DWG. R-320

2997  
2996  
2995  
2994  
2993  
2992



MATCH LINE STA 2991+00 SEE DWG. R-3.17



87-110

84-210



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MATCH LINE STA 3004+00 SEE DWG. R-3.20

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TO SCALE

MATCH LINE STA 3010+00 SEE DWG. R-3.21

The diagram illustrates the bacterial cell wall structure. It shows two layers of peptidoglycan (represented by circles labeled CC) with proteins (represented by irregular shapes) embedded between them and attached to the peptidoglycan layers. A vertical line on the left indicates the presence of teichoic acids (TA) and proteins (P).

PLANT LIST	
NAME	BOTANICAL NAME
TREES	
AS	ACACIA FELICIS
CE	CASuarina CELESTIS
CR	CRICEDRUS RUBENS
CP	CROCUS PANDURIFOLIUS
TR	TRACHELOXYLON EQUUM
SP	SCHIMA SUPERBA

The diagram illustrates the organization of the Drosophila eye. It shows a grid of 8 columns and 6 rows of photoreceptor cells (R1-R8), each represented by a circle containing a letter. The rows are labeled from top to bottom as RPE, EP, EP, EP, EP, and RPE. Between the rows of photoreceptors are layers of supporting cells: Layer 1 contains Lc (large cone bipolar cell) and Hc (horizontal cell); Layer 2 contains RPE (retinal pigment epithelial cell); and Layer 3 contains EP (ectopic photoreceptor). A dashed line at the bottom indicates the retina-choroid boundary.

27 No. 4 El.....  
TITLE  
UNSTABIL 1,946 30.YD. DECOMPOSED GROUND



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MATCH LINE STA 3022+00 SEE DWG. B-3.23.

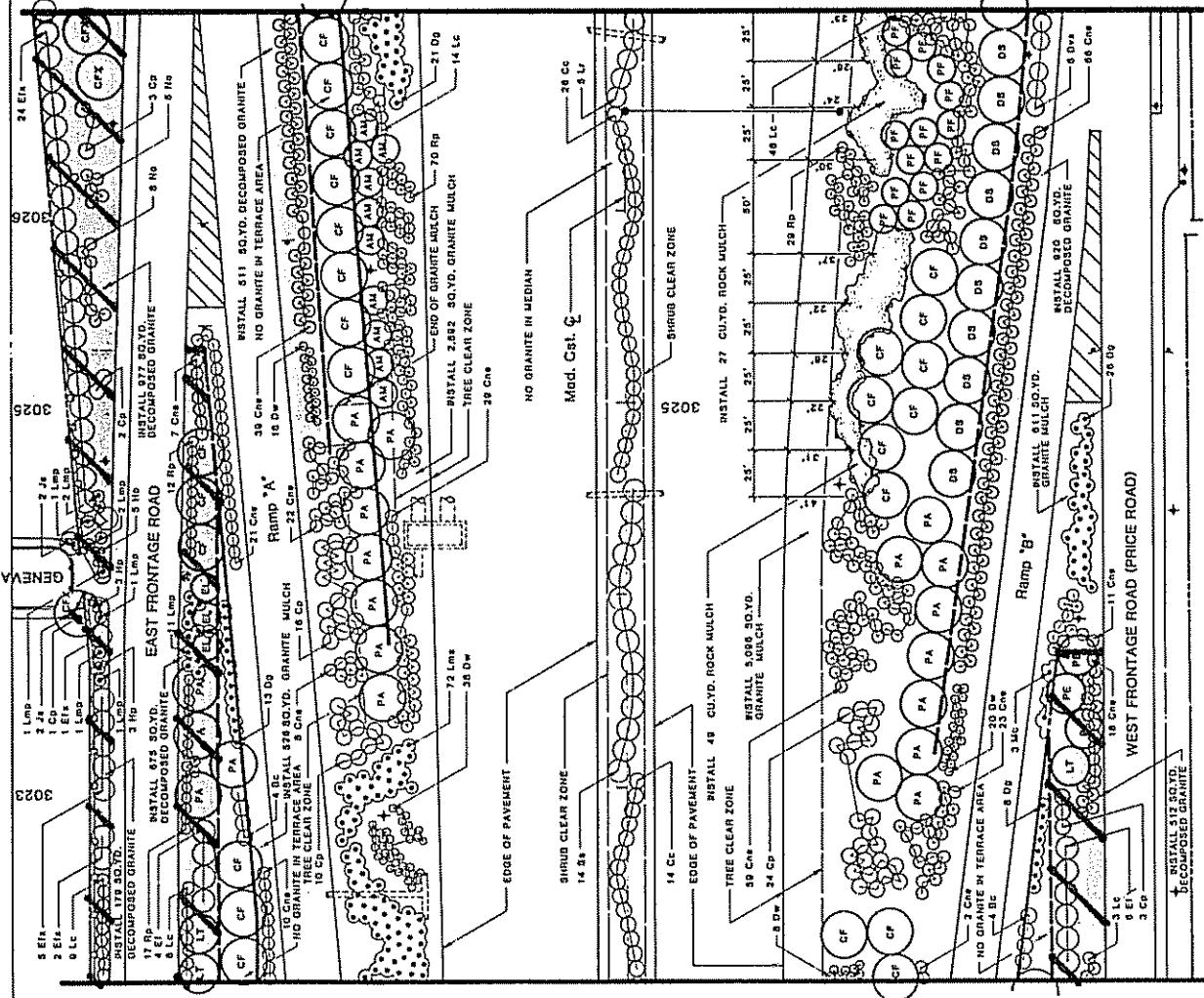
MATCH LINE STA 3027+00 SEE DWG. R-325 & R-326

## PLANT LIST

SET LOGICAL UNIT

TREES	ACICLES MINUTA	10
AY		
CY	CRICICLON FLAVATUM	23
CTI	CRECICLON FLAVATUM	1
DS	DALIANCHI SISODA	10
EL	EPALATRUS LUTEOLUS 'ROSA'	1
LT	LITTELIA TROPICAE	1
PS	PSEUDOPIS ALBA	21
PK	PRINUS MURGIA KUBATICA	1
PT	PITHECELLOMUS TARTICULAE	14

MATCH LINE STA 3022+00 SEE DWG. R-3.23



**CAUTION - HIGH PRESSURE GAS IN THE AREA.**

DECOMPOSED GRANITE	1-774 SQ.YD.
POCKE MOULCH	16 CB.TB.
GRANITE NUCLEUS	9,155 SQ.YD.

**CAUTION - HIGH PRESSURE GAS IN THE AREA.**

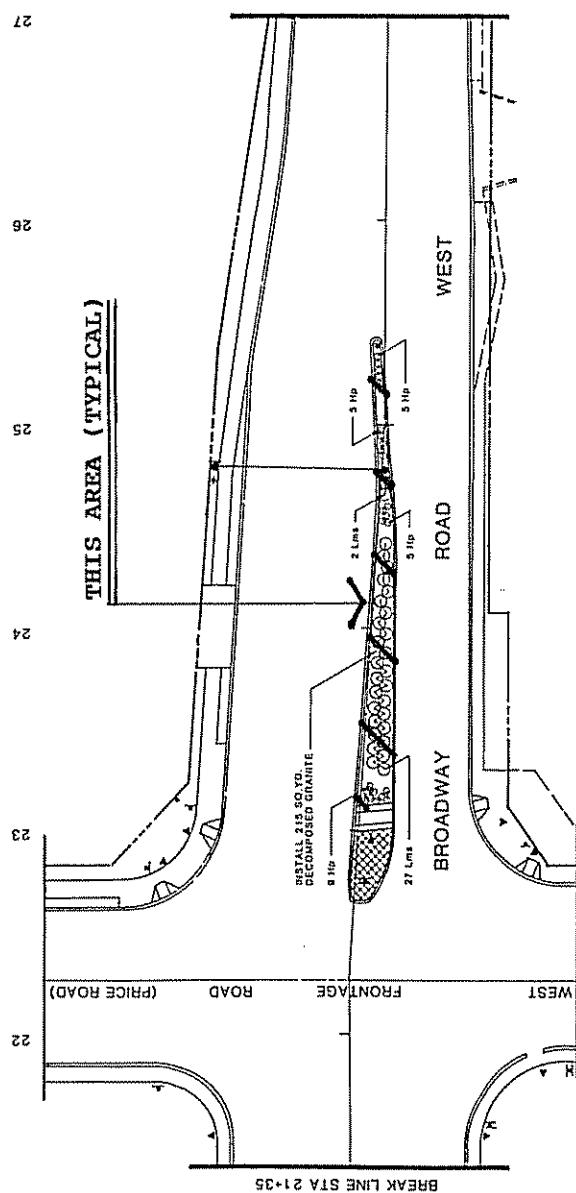
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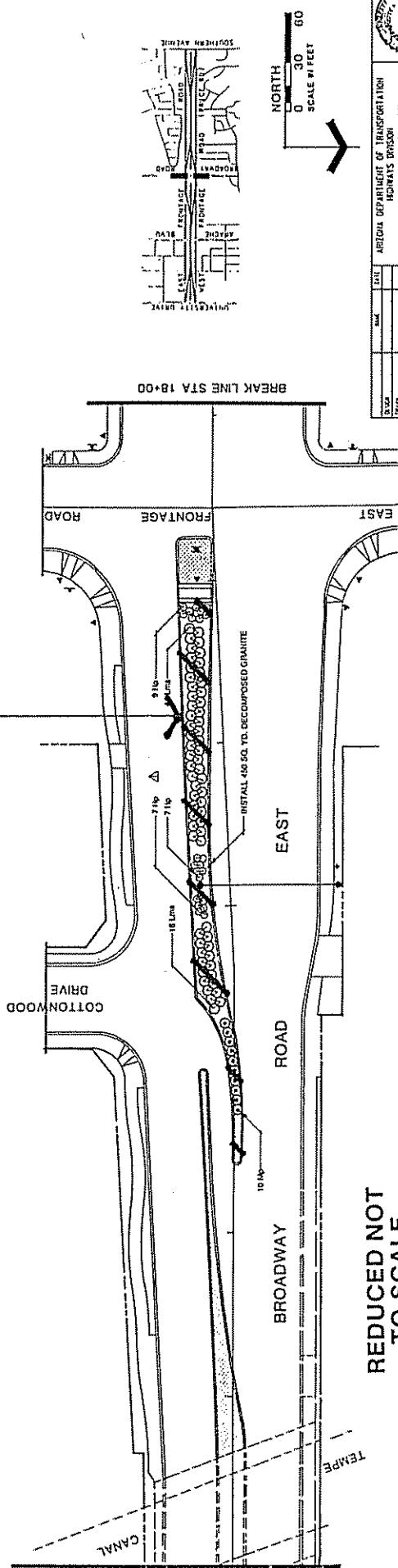


A REMODELED PLANTING DESIGN NURSERYMAN B/84 CD500220

### THIS AREA (TYPICAL)



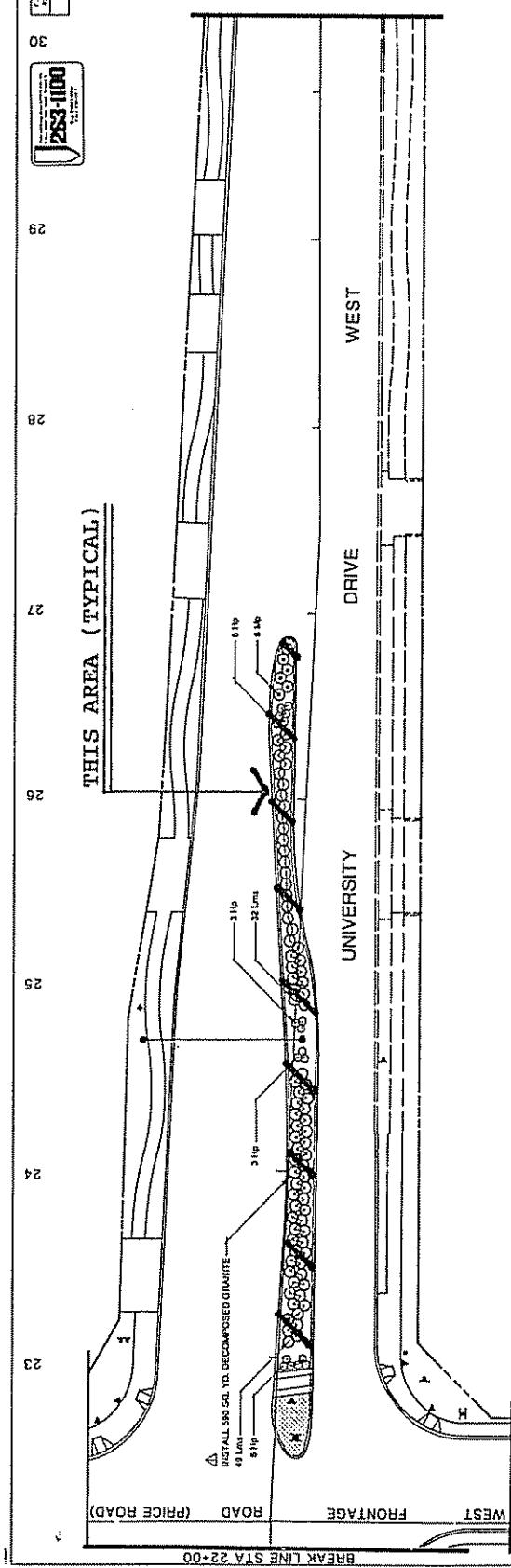
### THIS AREA (TYPICAL)



REDUCED NOT  
TO SCALE

D.O.T.		Date	ARIZONA DEPARTMENT OF TRANSPORTATION
Division of Highways			HOYT WATTS, Director
			OUTER LOOP HIGHWAY
			CROSS-STREET HIGHWAY
			PLANTING MEDIAN
			BROADWAY ROAD
			<i>(Handwritten notes and signatures)</i>
			DIVISION NO. R-324

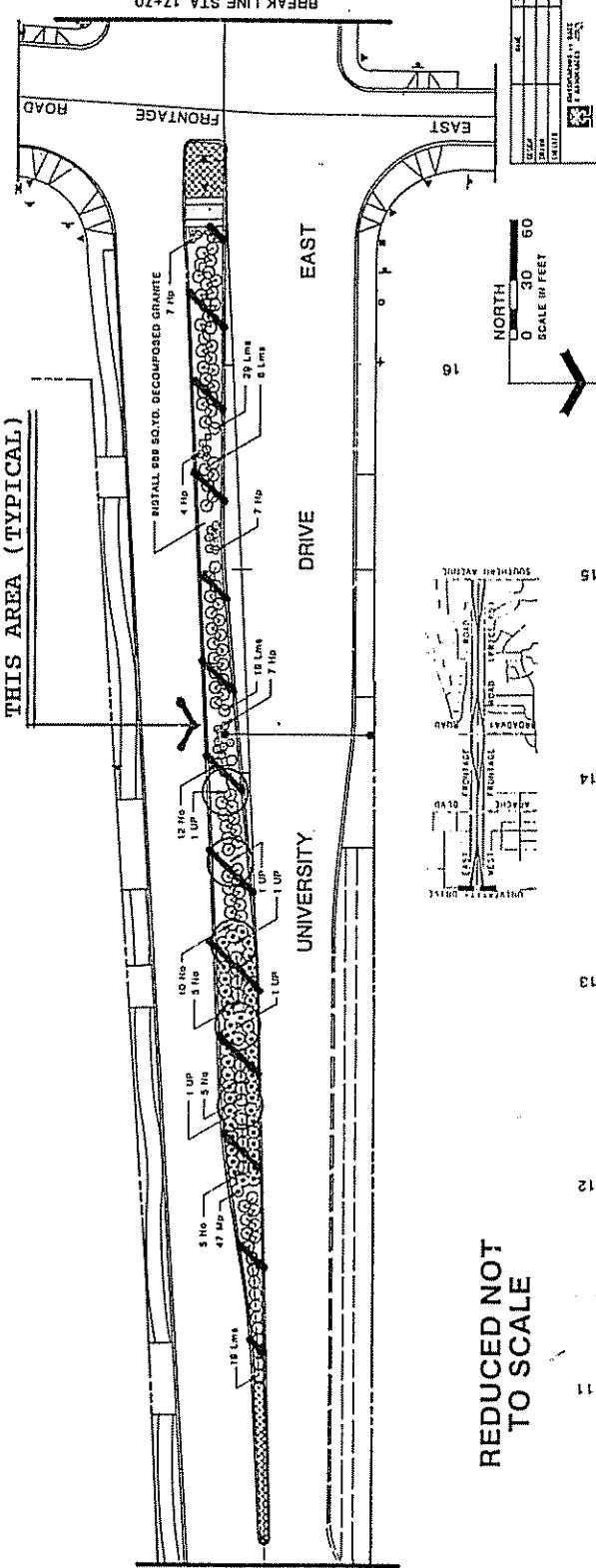
53 OF 83



REVISED PLANNING DESIGN IN LEBURN 6/84 CDS-000

**THIS AREA (TYPICAL)**

PLANT LIST		QUANTITIES
	BOTANICAL NAME	
SHRUBS	ULmus PARVIFLORA	1
SUBSHRUBS	HEDYOTIS ALBA F. AVIGILLORA	1
	NEOMORpha CLEISTOCHERA TETRATYPHA	1
	GRINDelia CONDITA	1
LAMBS	LANTANA MONTICOLAENSIS VAR. LUMGIRSE	1
MUL	HYOSCYAMUS PAPUICUS	1
ANNUAL GROUND COVERS		
PERENNIAL GROUND COVERS		



REDUCED NOT  
TO SCALE

DWG. NO. R-321  
52 OF 83

